

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made as of this 25th day of January, 2007 (the "Effective Date"), by and between MEP I & II, LLC, a Delaware limited liability company ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the state of Maryland ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Lease Agreement dated July 16, 1997 (the "Original Lease"), Advent Realty Limited Partnership (the "Original Landlord") leased to Tenant, and Tenant leased from Original Landlord, approximately 2,474 rentable square feet of office space known as Suite 205 (the "Leased Premises") located on the second (2nd) floor of the office building having a street address of 15800 Crabbs Branch Way, Rockville, Maryland (the "Building");

WHEREAS, Landlord purchased the Building from Original Landlord and succeeded to the interest of Original Landlord under the Original Lease, as amended;

WHEREAS, pursuant to that certain First Amendment to Lease dated November 26, 2002, (the "First Amendment"), Landlord and Tenant amended the Original Lease to provide for the extension of the Term of the Original Lease until October 31, 2007, upon the terms and conditions set forth in the First Amendment; and

WHEREAS, Tenant desires to further extend the Term of the Original Lease, as amended, and Landlord has agreed thereto, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Second Amendment and made a part hereof by this reference.

2. **Definitions.** All capitalized terms used in this Second Amendment shall have the meanings ascribed thereto in the Original Lease, unless otherwise defined herein. As used herein and in the Original Lease, the term "Lease" shall mean the Original Lease, as amended by the First Amendment and this Second Amendment.

3. **Term.** The Term is hereby extended for a period of five (5) years (the "Second Extension Period"), commencing on November 1, 2007 (the "Second Extension Commencement Date") and ending on October 31, 2012.

4. **Improvements to the Premises.** Tenant shall remain in possession of the Premises on the Second Extension Commencement Date in its then "as-is" condition and Landlord shall have no obligation to perform, or pay for, any work, improvements or alterations in or to the Premises in connection with this Second Amendment or otherwise. Tenant shall be responsible for all work, improvements or alterations in the Premises (the "Tenant Improvements") which Tenant desires to undertake. All Tenant Improvements proposed by Tenant shall be subject to Landlord's prior written approval, shall be performed by contractor(s) approved by Landlord and shall be undertaken in strict accordance with the terms and conditions of the Original Lease, including but not limited to the terms and conditions of Section 13 thereof (captioned, "Alterations, Additions and Improvements").

5. Second Extension Period Base Rent.

A. Subject to the provisions of Paragraph 5.A, below, commencing on the Second Extension Commencement Date, and thereafter on the first day of each and every calendar month during the Second Extension Period, Tenant shall pay to Landlord Base Rent ("Second Extension Period Base Rent") in the following amounts, in equal monthly installments ("Second Extension Period Monthly Base Rent"), in advance, as follows:

Period	Second Extension Period Base Rent Per Square Foot	Second Extension Period Base Rent	Second Extension Period Monthly Base Rent
11/1/07 – 10/31/08	\$25.00	\$61,850.04	\$5,154.17
11/1/08 – 10/31/09	\$25.75	\$63,705.48	\$5,308.79
11/1/09 – 10/31/10	\$26.52	\$65,610.48	\$5,467.54
11/1/10 – 10/31/11	\$27.32	\$67,589.64	\$5,632.47
11/1/11 – 10/31/12	\$28.14	\$69,618.36	\$5,801.53

Tenant shall pay to Landlord Second Extension Period Monthly Base Rent in accordance with the terms and conditions of Section 3 of the Original Lease (captioned, "Base Rent").

B. Notwithstanding any other provisions of this Paragraph 5 to the contrary, provided that Tenant is not then in default of its obligations under the Lease, Landlord hereby agrees to abate Second Extension Period Monthly Base Rent for the period (the "Abatement Period") beginning on the Second Extension Commencement Date and ending on the date which is the earlier to occur of: (i) sixty (60) calendar days after the Second Extension Commencement Date; or (ii) the date first occurring after the Second Extension Commencement Date on which there occurs a default by Tenant under the Lease. On the day immediately following the last day of the Abatement Period, and thereafter throughout the Second Extension Period, Tenant shall pay Landlord full Second Extension Base Rent in the amount set forth in Paragraph 5.A, above.

6. Additional Rent During Second Extension Period. Commencing on the Second Extension Commencement Date and continuing throughout the Second Extension Period, Tenant shall continue to pay Landlord: (a) Tenant's proportionate share of increases in Real Estate Taxes in accordance with the terms and conditions of Section 5 of the Original Lease; and (b) Tenant's Operating Costs Percentage of increases in Annual Operating Costs in accordance with the terms and conditions of Section 8 of the Original Lease.

7. Tenant's Continuing Obligations. Between the Effective Date and the Second Extension Commencement Date, Tenant shall continue to pay Landlord: (a) all Base Rent for the Leased Premises in accordance with the terms and conditions of Sections 3 and 4 of the Original Lease, as amended by Paragraph 3 of the First Amendment; (b) Tenant's proportionate share of increases in Real Estate Taxes in accordance with the terms and conditions of Section 5 of the Original Lease; and (c) Tenant's Operating Costs Percentage of increases in Annual Operating Costs in accordance with the terms and conditions of Section 8 of the Original Lease.

8. **Notices.** As of the Effective Date, Landlord's notice address set forth in Section 34 of the Original Lease (captioned, "Mail Notices") is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Landlord:

MEP I & II, LLC
c/o Cassidy & Pinkard Colliers
9801 Washingtonian Boulevard
Suite 550
Gaithersburg, Maryland 20878
Attention: Property Manager

with a copy to:

Holland & Knight LLP
2099 Pennsylvania Avenue, N.W.
Suite 100
Washington, D.C. 20006
Attention: David S. Kahn, Esq."

Tenant:

Montgomery County Maryland
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

Tel.# 240-777-7252
Cel #240-777-7259

With a copy that does not
constitute notice to:
Office of County Attorney
101 Monroe Street, 3 Fl
Rockville, Maryland 20850

9. **Brokers.** Landlord and Tenant recognize Cassidy & Pinkard Colliers, as Landlord's agent, as the sole broker (the "Broker") with respect to this Second Amendment. Landlord agrees to be responsible for the payment of any leasing commissions owed to the Broker in accordance with the terms of a separate commission agreement entered into between Landlord and Broker. Landlord and Tenant each represent and warrant to the other that no other broker has been employed in carrying on any negotiations relating to this Second Amendment and shall each indemnify and hold harmless the other from any claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

10. Counterpart Copies. This Second Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Second Amendment.

11. Miscellaneous. This Second Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, transferees, successors and assigns and (b) shall be governed by and construed in accordance with the laws of the State of Maryland.

12. Ratification. Except as expressly amended by this Second Amendment, all other terms, conditions and provisions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement under seal as of the day and year first hereinabove written.

LANDLORD:

MEP I & II, LLC, a Delaware limited liability company

By: **Bergen of Rockville, Inc.**,
a Maryland corporation, its Member

By: _____

Name: _____

Title: _____

TENANT:

MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and political subdivision of the State of Maryland

By: _____

Name: _____

Title: _____

RECOMMENDED:

By: _____

Date: _____

Cynthia Brenneman, Director

Office Real Estate

Dept. of Public Works and Transportation

**APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY**

By: _____

Date: _____